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**RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY**

Form PTO-1594

(Rev. 10/02)

OMB No. 0651-0027 (exp. 6/30/2005)

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U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

## 1. Name of conveying party(ies):

Donnelley Marketing, Inc.

- ☐ Individual(s)      ☐ Association  
☐ General Partnership      ☐ Limited Partnership  
☒ Corporation-State  
☐ Other Delaware

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

## 3. Nature of conveyance:

- ☐ Assignment      ☐ Merger  
☒ Security Agreement      ☐ Change of Name  
☐ Other \_\_\_\_\_

Execution Date: June 24, 2003

## 2. Name and address of receiving party(ies)

Name: Bank of America, N.A.

Internal

Address: \_\_\_\_\_

Street Address: 231 South LaSalle StreetCity: Chicago State: IL Zip: 60697

- ☐ Individual(s) citizenship \_\_\_\_\_  
☒ Association \_\_\_\_\_  
☐ General Partnership \_\_\_\_\_  
☐ Limited Partnership \_\_\_\_\_  
☐ Corporation-State \_\_\_\_\_  
☐ Other \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☒ No  
 (Designations must be a separate document from assignment)  
 Additional name(s) & address(es) attached? ☐ Yes ☒ No

## 4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

78/246,29176/254,964

B. Trademark Registration No.(s)

Additional number(s) attached ☐ Yes ☒ No

## 5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Jennifer MikulinaInternal Address: McDermott, Will & EmerySuite 4400Street Address: 227 West Monroe StreetCity: Chicago State: IL Zip: 606066. Total number of applications and registrations involved: 27. Total fee (37 CFR 3.41).....\$ 65.00

- ☐ Enclosed  
☒ Authorized to be charged to deposit account

## 8. Deposit account number:

13-0206

(Attach duplicate copy of this page if paying by deposit account)

**DO NOT USE THIS SPACE**

## 9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Jennifer Mikulina

Name of Person Signing

Signature

July 2, 2003

Date

Total number of pages including cover sheet, attachments, and document: 7

Mail documents to be recorded with required cover sheet information to:  
 Commissioner of Patent & Trademarks, Box Assignments  
 Washington, D.C. 20231

07/08/2003 GT0111

00000180 130206

78246291

01 FC:8521

40.00 DA

02 FC:8522

25.00 DA

**TRADEMARK**  
**REEL: 002774 FRAME: 0008**

**GRANT OF SECURITY INTEREST  
IN UNITED STATES TRADEMARKS AND PATENTS**

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Donnelley Marketing, Inc., a Delaware corporation (the "Grantor") with principal offices at 5711 South 86<sup>th</sup> Circle, Omaha, NE 68127, hereby grants to Bank of America, N.A., as Collateral Agent, with principal offices at 231 South LaSalle Street, Chicago, Illinois 60697 (the "Grantee"), a security interest in (i) all of the Grantor's right, title and interest in and to the United States trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto, (ii) all of the Grantor's rights, title and interest in and to the United States patents and patent applications (the "Patents") set forth on Schedule B attached hereto, in each case together with (iii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Marks and Patents, (iv) the goodwill of the businesses with which the Marks are associated and (v) all causes of action arising prior to or after the date hereof for infringement of any of the Marks and Patents or unfair competition regarding the same and all damages awarded therefrom.


THIS GRANT is made to secure the satisfactory performance and payment of all the Obligations of the Grantor, as such term is defined in the Security Agreement among the Grantor, the other assignors from time to time party thereto and the Grantee, dated as of March 6, 2002, and amended and restated as of May 27, 2003 (as amended from time to time, the "Security Agreement"). Upon the occurrence of the Termination Date (as defined in the Security Agreement), the Grantee shall, upon such satisfaction, execute, acknowledge, and deliver to the Grantor an instrument in writing releasing the security interest in the Marks and Patents acquired under this Grant.

This Grant has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

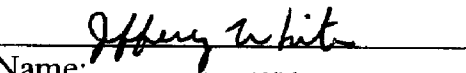
\* \* \*

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the  
24<sup>th</sup> day of June, 2003.

DONNELLEY MARKETING, INC., Grantor

By   
Name: Stormy L. Dean  
Title: Chief Financial Officer

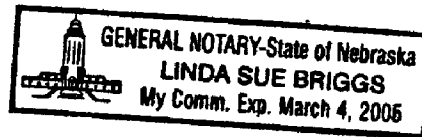
BANK OF AMERICA, N.A.,  
as Collateral Agent and Grantee

By   
Name: Jeffery White  
Title: Assistant Vice President

STATE OF NEBRASKA )  
 ) ss.:  
COUNTY OF Douglas )

On this 24 day of June, 2003, before me personally came Stormy L. Dean, who being duly sworn, did depose and say that he is Chief Financial Officer of Donnelley Marketing, Inc., that he is authorized to execute the foregoing Grant on behalf of said corporation and that he did so by authority of the Board of Directors of said corporation.

  
Notary Public



STATE OF ILLINOIS )  
 ) ss.:  
COUNTY OF COOK )

On this 26th day of June, 2003, before me personally came \_\_\_\_\_  
Jeffery White who, being by me duly sworn, did state as follows: that [s]he is  
Assistant Vice President of Bank of America, N.A. that [s]he is authorized to execute the foregoing  
Grant on behalf of said \_\_\_\_\_ and that [s]he did so by authority of the Board of Directors  
of said \_\_\_\_\_.

Maria Paggao  
Notary Public



<b><u>MARK</u></b>	<b><u>REG. NO./SERIAL NUMBER</u></b>	<b><u>REG. DATE/FILING DATE</u></b>
Donnelley Direct Mail	78/246,291	5/6/03
InfoConnect DM & Design (Donnelley)	76/254,964	5/10/01